

#### TERMS AND CONDITIONS OF SALE

Unless otherwise provided by a separate written agreement duly signed by an employee of Abatement Technologies Limited (ATL) with delegated authority, any sale of goods and/or services by ATL is conditioned upon the acceptance of the terms and conditions specified below. Any additional or different terms and conditions in a purchaser's purchase order or acknowledgement or other response are hereby objected to and shall be of no effect.

**ACCEPTANCE** All orders are subject to acceptance by ATL. Acceptance of all terms and conditions stated herein is an express condition of this sale. No additional or different terms or conditions may be added and are deemed objected to by ATL and shall be of no effect. Acceptance of any goods by Purchaser shall be deemed an acceptance of the terms and conditions stated herein.

**PAST DUE ACCOUNTS** Accounts with past due invoices must be brought current prior to shipment of any additional orders. Past due accounts are subject to credit review and reduction or revocation of open credit.

**FREIGHT CLAIMS** For orders that are shipped F.O.B. origin, title to the goods passes to the Purchaser once ATL delivers them to the freight carrier. Whether an order is shipped freight collect or prepaid and charged back, the Purchaser: (a) bears all freight charges, (b) has title to the goods in transit, and (c) is responsible for filing freight claims if necessary. Please note: All shipments should be closely inspected upon receipt by the Purchaser for damage, suspected concealed damage, and any shortage. Purchaser must note any damage, suspected concealed damage or shortage on the delivery receipt at the time of delivery. Once a "clear" delivery receipt has been signed, there is virtually no recourse against the carrier.

**DELAYS** ATL shall not be liable for failure to deliver or delays in delivery occasioned by or due to (a) fires, floods, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, labor troubles, acts, regulations or requests of any government agency; or (b) any cause beyond ATL's control. In the event of ATL's inability, for any cause beyond its control, to fill Purchaser's order, ATL may allocate its available supply of goods ordered among any or all purchasers, on such basis as ATL in its sole discretion may decide, without liability to Purchaser for any failure to perform ATL's contractual obligations which may be consequence thereof.

**RETURNED GOODS** Goods may be returned only upon receipt of a written return authorization from ATL Customer Service Department. Returns are subject to the following conditions:

1. Returned goods must be received by ATL within 30 days of original ship date. Return shipment must be sent "freight prepaid." Collect shipments will be refused.
2. The return authorization (RMA) number issued by Customer Service must appear on the return shipment.
3. Returned goods are subject to inspection. Goods must be in their original condition and packaging. No partial cases may be returned. No credit will be issued on used or damaged goods.
4. A 25% restocking charge plus any prepaid freight charges will be deducted from the merchandise credit.
5. Custom, non-stock, discontinued, special or private label goods may not be returned.
6. After 30 days, all sales are final and goods may not be returned to ATL for any reason.

**LIMITED WARRANTY** Abatement Technologies (AT) warrants that goods sold to the original user shall be free from defects in material and workmanship for a period of 2 years, except such as are commercially acceptable. This warranty does not include useful filter life. AT does not warrant that the goods sold are merchantable or fit for any particular purpose. AT makes no warranties other than as stated in this paragraph. All other warranties, guaranties, or representations, express or implied, by operation of law or otherwise, are expressly disclaimed. Goods found by AT to be defective or not to conform to specification shall upon return be replaced or repaired by AT without any additional charges, or, at AT's option, AT may refund the purchase price of such goods. AT will pay return transportation charges on returned goods not exceeding the transportation charges applicable to shipment from original destination unless the returned goods are free from defect and conform to specifications. Returned goods which are found by AT to be free from defect and to conform to specifications shall be held for Purchaser's shipping instructions, which instructions Purchaser shall furnish promptly upon request. AT's liability shall in no event extend beyond replacement, repair or refund of the purchase price and AT shall not be liable under any circumstances for special, contingent or consequential damages, nor for loss, damages, or expenses directly or indirectly arising from the use of the goods, including without limitation, warehousing, labor, handling and service charges, die, equipment, or machine breakage, nor for costs, lost profits or loss of goodwill. The use of substitute, non-AT parts and/or filters, in any AT product, voids all warranties and performance claims. The remedies set forth herein are exclusive.

For warranty information and assistance contact Abatement Technologies' Customer Service Department at +1 800 634 9091 (U.S.) or +1 905 871 4720 (Canada).

**CHANGES AND WAIVERS** No change or waiver of any of these terms and conditions shall be valid unless in writing and signed by the party against whom such claimed change or waiver is sought to be enforced. No waiver by ATL of any breach of any term or condition hereof shall be deemed a waiver of any other breach of such term or condition. ATL's failure to object to any provision in any communication from Purchaser shall not be deemed an acceptance thereof or a waiver of any of the terms and conditions hereof.

**GOVERNING LAW** This sale and agreement will be construed and governed by the laws of the Province of Ontario, Canada. Any action or claim arising out of or relating to the manufacture, purchase or sale of the goods described on the face side of this document shall be brought only in a provincial or federal court located in the Province of Ontario, Canada. Purchaser consents to jurisdiction in the provincial and federal courts sitting in the Province of Ontario, Canada.